

IN THE JUSTICE OF THE PEACE COURT OF
THE STATE OF DELAWARE, IN AND FOR NEW CASTLE COUNTY
COURT NO. 13

Mary A. Stokes
Plaintiff below,
Appellee.

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Vs.

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C.A. JP13-18-011052

Danyel E. Little & Sade S. McFadden
Defendants below,
Appellants.

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Trial de novo.

Submitted November 14, 2018.
Published December 21, 2018.

Appearances:

Both parties appeared *pro se*.

The Panel:

Sean P. McCormick, Deputy Chief Magistrate.
Peter Burcat, Justice of the Peace.
Robert Lopez, Justice of the Peace.

Procedural History of the Case at Bar.

This matter was originally filed on June August 30, 2018 in which the Plaintiff sought a rental debt as well as possession of the tenancy. The Court below conducted a hearing on October 9th; a judgment in favor of the Plaintiff for both rent and possession was issued on October 18th. In that order, the Court dismissed Sade McFadden from the suit, noting that no evidence had been offered which established she was obligated otherwise. After a Defense motion seeking re-argument was denied, Defendant Little filed timely his notice to appeal. On November 14, a three-judge panel consisting of Deputy Chief Magistrate Sean McCormick, Judge Peter Burcat, and Judge Robert Lopez convened to consider the appeal. At that time, the panel was advised that possession was no longer at issue, as the Defendants had vacated the unit on November 4th. Sade McFadden was not present. This is the panel's decision after trial. For the reasons stated below, the Court found in favor of the Plaintiff for a monetary judgment.

Facts.

The relationship between the parties is a complex one, and bears mention so as to understand the circumstances upon which Mr. Little came to live in a property owned by Mary Stokes and her husband, Fred. Fred Stokes' daughter from a previous marriage had three children with Mr. Little. The children lived with their mother in a residence owned by the Stokes'; Little lived in Philadelphia. On a given day in June of 2017, the children's mother abandoned them in favor of checking herself into some rehabilitative clinic for undisclosed reasons. At some point shortly thereafter, a babysitter advised Little who in turn advised Fred Stokes of the turn of events. Little immediately responded to the residence to care for his children. As it became clear that the children's mother would not be returning for a lengthy period of time, Little and Mrs. Stokes (who acted as property manager) settled in for the long term. Little offered a lease in July of 2017 which rented the property for \$1,250/month. The lease, which was accepted by Stokes, was signed by Little and his girlfriend, Sade McFadden. It was here that the parties' contentions differed – Little held that the agreement between he and Mrs. Stokes was that he would pay what he could when he could; she contended that the terms of the lease governed their relationship. It is a rare thing when a tenant offers a lease to a landlord. Little advised that the lease was not really meant to govern their relationship but rather was necessary for him to establish proof of residency for the multitude of changes relocating from Philadelphia to Wilmington entailed for him. To the extent he may be liable in any way for rent, Little advised that the property was not registered as a rental pursuant to the Wilmington City Code. As such, he should not have to pay anything, since the supposed-rental was

illegal. The parties agreed that rent was paid by Little to Stokes on four occasions; further, the parties agreed that the first two months of the lease (July and August of 2017) were free in that Stokes recognized that Little would incur expenses in relocating. Notice of demand made pursuant to 25 Del. Code § 5502 sufficient for its purpose as well as the signed lease were evidenced.

Discussion.

Payment of rent is a material term of a contract. The question put to the panel is whether there was in fact a contract between the parties, or if the document offered was a sham intended solely to allow Little to establish himself in Delaware. Simply put, the panel rejects the latter. The lease was not just signed by Little but also by McFadden. Why, one would ask, would Little include McFadden in such a document if it were intended for the limited purpose of documenting residency? Why would one pay rent if one manifested a belief that no rent was due? And, if no rental relationship existed, why would one offer a defense that the rental was illegal pursuant to local law? In no way was Mr. Little unsophisticated. He offered the lease, and clearly understood what signing such a document entailed. The panel therefore held accordingly that a rental debt existed. The panel advised that, although local law may not have been complied with for purposes of registering or inspecting the property, that in no way voids the terms of the agreement entered into by the parties.

Judgment.

Judgment was therefore entered against Danyel E. Little and Sade S. McFadden (by default) in the amount of \$12,666.66 (that amount consisting of 10 months' rent unpaid at the rate of \$1,250/month and an additional 4 days' rent for November until move-out totaling \$166.66) plus Post Judgment Interest at the rate of 7.75% and court costs of \$45.00.

IT IS SO ORDERED THIS 21ST DAY OF DECEMBER A.D. 2018.

